

RECEIVED JAN 27 2015


PROPERTY DAMAGE RELEASE AND INDEMNITY AGREEMENT

FOR AND IN CONSIDERATION of the payment to me at this time of the sum of TWO HUNDRED-FIFTY DOLLARS and 00/100 (\$250.00), the receipt of which is hereby acknowledged, I we, Tiffany Dalton, the undersigned, do forever release, acquit, discharge and covenant to hold harmless County of Buncombe, North Carolina, Buncombe County Sheriff's Office, Jeffery Eaton, SGT and their administrators, employees, their heirs, successors and assigns of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation, on account of, or in any way growing out of, any and all known and unknown property damage which I may now or hereafter have resulting from an accident on or about the 6<sup>th</sup> day of December, 2014, at or near Alan Campos Circle, Swannanoa, North Carolina.

I, Tiffany Dalton, further promise to bind myself, my heirs, administrators and assigns to repay to the released parties any sum of money, except the sum above mentioned, that he/she/they may hereafter be compelled to pay because of damage sustained by me as a result of this accident or occurrence.

It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that this payment is not to be construed as an admission of liability on the part of the person, entities, and organizations hereby released.

I, Tiffany Dalton, further state that I have carefully read the foregoing release and know the contents thereof, and I sign the same of my own free will.

  
Signature of Property Owner

\_\_\_\_\_  
Signature of Property Owner

117CS White St. Henderson  
Address of Property Owner

NC  
26739

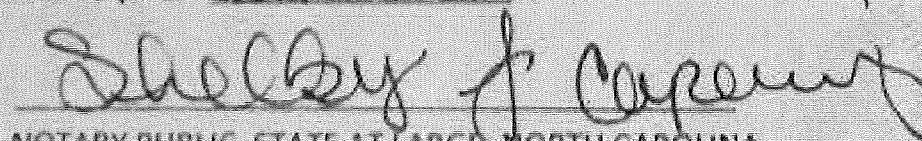
1-28-15  
Date

(STATE OF NORTH CAROLINA  
COUNTY OF Henderson)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Drivers license

this 21<sup>st</sup> day of January 2015.

My Commission Expires: 6/15/19

  
NOTARY PUBLIC, STATE AT LARGE, NORTH CAROLINA

## NORTH CAROLINA INDUSTRIAL COMMISSION

I.C. Nos. 13-714643 and 14-707382, ANNA HARPER, Employee, Plaintiff v. BUNCOMBE COUNTY, Employer and BRENTWOOD SERVICES ADMINISTRATORS, Servicing Agent, Defendants.

## ORDER APPROVING COMPROMISE SETTLEMENT AGREEMENT BY

FILED:

NOV 18 2014

A duly executed compromise settlement agreement has been submitted by the parties for the Commission's approval.

## APPEARANCES

Plaintiff: Anna Harper, *Pro se* Plaintiff  
507 Wedgewood Lane, Asheville, NC 28803

Defendant: Teague, Campbell, Dennis & Gorham, L.L.P., Asheville, NC;  
Julia S. Hooten, Counsel of Record.  
FAX : 828-254-4516

\*\*\*\*\*

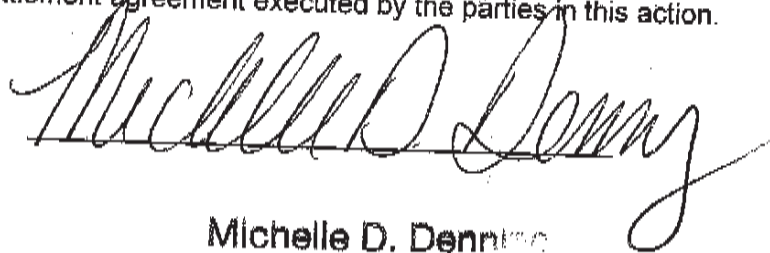
After giving due consideration to all matters involved in this case in accordance with Chapter 97 of the North Carolina General Statutes and Commission Rules, and upon the parties stated or implied representation that copies of all relevant medical reports have been submitted with the agreement to the Commission as required by Rule 04 NCAC 10A .0502(b)(1), the compromise settlement agreement is deemed by the Commission to be fair and just, and in the best interests of all parties. Furthermore, the interests of all parties and of any person, including a health benefit plan, who paid medical expenses of the plaintiff have been considered and it further appears that the positions of the parties to the agreement are reasonable as to the payment of medical expenses. The agreement is incorporated herein by reference and is approved in the amount of **SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$75,000.00)**, in one lump sum, without commutation. Compliance with the terms of the agreement shall discharge defendants from further liability under the Workers' Compensation Act by reason of the injury giving rise to this claim. The Industrial Commission shall retain jurisdiction of the claim for the limited purpose of requiring that the health care providers provide and are paid for related services in a manner consistent with the Industrial Commission's fee schedule.

It is expressly recognized that plaintiff's claim is strongly contested, that defendants are not by this agreement admitting, nor is the Industrial Commission finding liability and that plaintiff, by accepting the agreement, is avoiding the risk that the claim will be totally denied by the Commission.

It is to be noted, however, that this Order does not purport to approve, resolve or address any issue or matter over which the Industrial Commission has no jurisdiction, whether or not such issue or matter is referred to in the compromise settlement agreement executed by the parties in this action.

Defendants shall pay the costs.

Defendants  
Shall File a Form 28C Report  
Upon Receipt of this Order



Michelle D. Dennis  
Special Deputy Commissioner



**County of Buncombe**PO Box 7526  
Asheville, NC 28802-7526This Disbursement has been approved as required by the  
Local Government Budget and Fiscal Control Act.Wells Fargo Bank, N.A.  
San Francisco, CA11-24  
1210**Check No. 487855****Check Date**

11/20/2014

PAY *Seventy Four Thousand Eight Hundred and 00/100 Dollars*PAY TO THE ORDER OF  
**ANNA HARPER  
DETENTION CENTER  
(25555)****Amount**

\$ \*\*\*\*74,800.00

Void After 90 Days

*Donna B. Clark*  
Finance Director*Wanda S. Greer*  
County Manager

⑈0000487855⑈ ⑆1121000248⑆2004540108327⑈

## ANNA HARPER, DETENTION CENTER

Invoice #	PO #	Invoice Date	Amount	Discount Amount	Net Amount Paid
27143		11/19/14	\$74,800.00	\$0.00	\$74,800.00
Enclosed is the check for the balance of the settlement proceeds after deduction of your portion of the clincher submission fee charged by the NCIC of \$200.00.					
<b>TOTALS:</b>			<b>\$74,800.00</b>	<b>\$0.00</b>	<b>\$74,800.00</b>

**Check No.**

487855

**Check Date**

11/20/14

**Vendor ID**

25555

# TeagueCampbell

Teague Campbell Dennis & Gorham, LLP

ASHEVILLE OFFICE  
22 SOUTH PACK SQUARE, SUITE 800  
ASHEVILLE, NC 28801

JULIA S. HOOTEN  
PARTNER  
EMAIL: jhooten@teaguecampbell.com

April 23, 2015

**VIA E-MAIL AND U.S. MAIL**

Ms. Beverly Fletcher  
Brentwood Services Administrators, Inc.  
Post Office Box 471127  
Charlotte NC 28247-1127

RE: Benjamin Jarmillo v. Buncombe County  
I.C. File Nos.: 14-034251& 14-035028  
D/Injury: May 7, 2014 & July 30, 2014  
Claim Nos.: BSA2014343031 & BSA2014342091  
Our File No.: 610.

Dear Beverly:

Enclosed please find a copy of the Industrial Commission Order approving the \$6,500.00 workers' compensation settlement in this case. Please remit a check in the amount of **\$6,300.00**. This represents the \$6,500.00 settlement less \$200.00 (½ the clincher fee pursuant to your agreement with claimant) to:

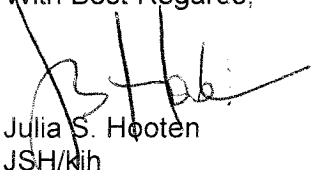
Benjamin Jaramillo  
80 Pensacola Avenue  
Arden, NC 28704

Please also note that claimant must receive the settlement checks within 24 days of the approval date of the order, in this case, on or before May 17, 2015. Should you have any questions about this, please do not hesitate to call.

A Form 28C will need to be filed with the Industrial Commission to document the final payment of compensation for closure of this claim. Please let me know if you require assistance in preparing same.

We will begin the procedure to close our file when all vendor invoices have been verified as paid and we have received confirmation that settlement checks were received timely. A final bill will be sent at that time. Thank you for the opportunity to handle this matter for you.

With Best Regards,



Julia S. Hooten  
JSH/kjh  
Enc:

cc: Denise Robbins

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[www.teaguecampbell.com](http://www.teaguecampbell.com)

RALEIGH 4700 Falls of Neuse Rd. | Suite 450 | P.O. Box 19207 | Raleigh, NC 27619-9207 | T 919 873 0166 | F 919 873 1814  
ASHEVILLE 22 South Pack Square | Suite 800 | Asheville, NC 28801 | T 828 254 4515 | F 828 254 4516

## NORTH CAROLINA INDUSTRIAL COMMISSION

I.C. No. 14-034251 & 14-035028, BENJAMIN JARAMILLO, Employee, Plaintiff v. BUNCOMBE COUNTY, Employer and BRENTWOOD SERVICES ADMINISTRATORS, INC., Servicing Agent, Defendants.

## ORDER APPROVING COMPROMISE SETTLEMENT AGREEMENT

FILED: APR 23 2015

A duly executed compromise settlement agreement has been submitted by the parties for the Commission's approval.

## A P P E A R A N C E S

Plaintiff: Benjamin Jaramillo, *Pro se* Plaintiff  
80 Pensacola Avenue; Arden, NC 28704

Defendant: Teague, Campbell, Dennis & Gorham, L.L.P., Asheville, NC;  
Julia S. Hooten, Counsel of Record.  
FAX : 828-254-4516


\*\*\*\*\*

After giving due consideration to all matters involved in this case in accordance with Chapter 97 of the North Carolina General Statutes and Commission Rules, and upon the parties' stated or implied representation that copies of all relevant medical reports have been submitted with the agreement to the Commission as required by Rule 04 NCAC 10A.0502(b)(1), the compromise settlement agreement is deemed by the Commission to be fair and just, and in the best interests of all parties. Furthermore, the interests of all parties and of any person, including a health benefit plan, who paid medical expenses of the plaintiff have been considered and it further appears that the positions of the parties to the agreement are reasonable as to the payment of medical expenses. The agreement is incorporated herein by reference and is approved in the amount of **SIX THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$6,500.00)**. Compliance with the terms of the agreement shall discharge defendants from further liability under the Workers' Compensation Act by reason of the injury giving rise to this claim.

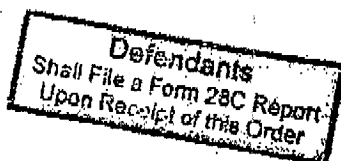
It is expressly recognized that plaintiff's claim is strongly contested, that defendants are not by this agreement admitting, nor is the Industrial Commission finding liability and that plaintiff, by accepting the agreement, is avoiding the risk that the claim will be totally denied by the Commission.

It is to be noted, however, that this Order does not purport to approve, resolve or address any issue or matter over which the Industrial Commission has no jurisdiction, whether or not such issue or matter is referred to in the compromise settlement agreement executed by the parties in this action.

Defendants shall pay the costs.



Emily M. Baucom  
Special Deputy Commissioner





Date: 4/10/2015

PO #:

**Buncombe County  
Authority For Payment**

\* Invoice Number: DR-1437

\* Invoice Amount: \$195,700.00

\* Required for Processing

Department: BUDGET &amp; MGMT SERVICES

Pay to: Westport Insurance Corp.

Address 5200 Metcalf Ave.  
Overland Park, KS 66202**HOLD**

Accounting Unit	Account Number	Sub-acct	Activity	Category	Amount
80-84000	449800	4310			\$195,700.00
00000	121500		County Tax		
00000	121501	11	State Tax		
Total					\$195,700.00

\* Explanation: Kenneth Kagonyera v. BCSO  
Claim#: 2067894  
County's portion of settlement of federal and state claims.

Submitted By: Denise Robbins

Approved By: Deane Price

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

MEMORANDUM OF RELEASE

THIS MEMORANDUM OF RELEASE, made and entered into this the 3 day of October, 2014 by and between KR DRENTH TRUCKING, INC., hereinafter called "KRD Trucking", and the COUNTY OF BUNCOMBE, hereinafter called "County";

WITNESSETH:

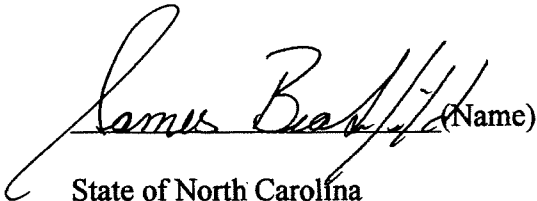
That for and in consideration of the sum of ONE THOUSAND FOUR HUNDRED TWELVE AND 30/100 DOLLARS (\$1,412.30), to them in hand paid, the receipt of which is hereby acknowledged, "KRD Trucking" does hereby release and discharge the "County" from any and all claims or liability arising out of that certain incident which occurred on or about September 26, 2014, wherein the rear door of their T-357WF 2005 East Walking Floor trailer (VIN 1E1U1Y2875RB36554) was damaged as a result of accident at the Buncombe County Landfill in Alexander, North Carolina. The One Thousand Four Hundred Twelve and 30/100 Dollars agreed to with this Memorandum of Release is the agreed upon amount for reimbursement to "KRD Trucking" for said property.

IN WITNESS WHEREOF, the said SUE ROARK FOR KRD TRUCKING, INC., has set her hand and seal, the day and year first above written.

WITNESS:



SUE ROARK  
FOR KR DRENTH TRUCKING, INC.



State of North Carolina  
County of ~~Buncombe~~ Montgomery

On this 3<sup>rd</sup> day of October 2014, before me personally appeared Sue Roark to me known to be the person described herein, and who executed the foregoing instrument and she acknowledged that she voluntarily executed the same.

  
Notary Public Kristen L. Goforth

My Commission Expires: 12-12-14

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

MEMORANDUM OF RELEASE

THIS MEMORANDUM OF RELEASE, made and entered into this the 12<sup>th</sup> day of September, 2014 by and between LEICESTER VOLUNTEER FIRE DEPARTMENT, hereinafter called "Fire Dept", and the COUNTY OF BUNCOMBE, hereinafter called "County";

WITNESSETH:

That for and in consideration of the sum of FIVE HUNDRED NINETY-FOUR AND 21/100 DOLLARS (\$ 594.21 ), to him in hand paid, the receipt of which is hereby acknowledged "Fire Dept" does hereby release and discharge the "County" from any and all claims or liability arising out of that certain incident which occurred on or about September 1, 2014, wherein their 2012 Chevrolet Tahoe (VIN 1GNSK2E0XCR292044) was damaged as a result of motor vehicle accident at or near 8 Airway Drive, Leicester, North Carolina. The Five Hundred Ninety-Four and 21/100 Dollars agreed to with this Memorandum of Release is the agreed upon amount for reimbursement to "Fire Dept" for said property.

IN WITNESS WHEREOF, the said CHRIS BROWN, CHIEF FOR LEICESTER VOLUNTEER FIRE DEPARTMENT, has set his hand and seal, the day and year first above written.

Christopher J. Brown  
CHRIS BROWN, CHIEF

WITNESS:

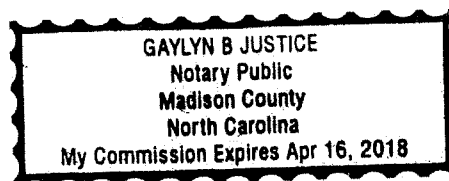
SAYTE (Name)

State of North Carolina  
County of ~~Buncombe~~ MADISON

On this 12 day of Sept 2014, before me personally appeared Christopher J. Brown to me known to be the person described herein, and who executed the foregoing instrument and he acknowledged that he voluntarily executed the same.

Gaylyn B. Justice  
Notary Public

My Commission Expires: 04/16/2018





RECEIVED AUG 27 2014

# PROPERTY DAMAGE RELEASE AND INDEMNITY AGREEMENT

FOR AND IN CONSIDERATION of the payment to me at this time of the sum of **Nine Hundred, Three Dollars and 67/100 (\$903.67)**, the receipt of which is hereby acknowledged, I, **Marcus Deshaun Logan**, the undersigned, legal representative and owner of a 1989 Nissan Sentra XE, VIN 1N46B22B2LC733386, do forever release, acquit, discharge and covenant to hold harmless Buncombe County, North Carolina, Jeffrey Robert Ellis, and their administrators, employees, their heirs, successors and assigns of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation, on account of, or in any way growing out of, any and all known and unknown property damage which I may now or hereafter have resulting from an accident on or about the 14th day of June, 2014, at or near Lake Julian Park, Overlook Road, Asheville, North Carolina

I, **Marcus Deshaun Logan**, further promise to bind myself, my heirs, administrators and assigns to repay to the released parties any sum of money, except the sum above mentioned, that he/she/they may hereafter be compelled to pay because of damage sustained by me as a result of this accident or occurrence

It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that this payment is not to be construed as an admission of liability on the part of the person, entities, and organizations hereby released

I, **Marcus Deshaun Logan**, further state that I have carefully read the foregoing release and know the contents thereof, and I sign the same of my own free will

Marcus Deshaun Logan

Signature of Property Owner

175 Porter Rd, 28803

Address of Property Owner

8/15/14

Date

(STATE OF NORTH CAROLINA)

COUNTY OF Buncombe

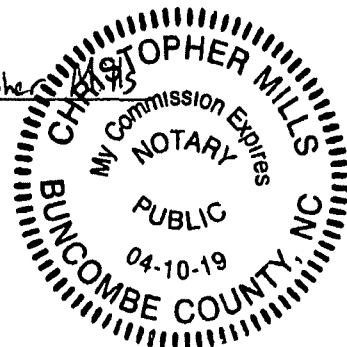
SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Christopher Mills

this 15<sup>th</sup> day of August, 2014

My Commission Expires 4-10-19

Christopher Mills

NOTARY PUBLIC, STATE AT LARGE, NORTH CAROLINA



PROPERTY DAMAGE RELEASE AND INDEMNITY AGREEMENT

FOR AND IN CONSIDERATION of the payment to me at this time of the sum of **EIGHT HUNDRED, SIXTY-SIX DOLLARS and 00/100 (\$866.00)**, the receipt of which is hereby acknowledged, I/we, **William J. Long and Hilary B. Long**, the undersigned, do forever release, acquit, discharge and covenant to hold harmless Buncombe County, North Carolina, and their administrators, employees, their heirs, successors and assigns of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation, on account of, or in any way growing out of, any and all known and unknown property damage which I may now or hereafter have resulting from an accident on or about the 11th day of December, 2014, at or near the Buncombe County Detention Center, Asheville, North Carolina.

I, **William and Hilary Long**, further promise to bind myself, my heirs, administrators and assigns to repay to the released parties any sum of money, except the sum above mentioned, that he/she/they may hereafter be compelled to pay because of damage sustained by me as a result of this accident or occurrence.


It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that this payment is not to be construed as an admission of liability on the part of the person, entities, and organizations hereby released.

I, **William and Hilary Long**, further state that I have carefully read the foregoing release and know the contents thereof, and I sign the same of my own free will.

Hilary Long  
Signature of Property Owner

William J. Long  
Signature of Property Owner

1608 COMANX HERON, MADISON, TN 37115 12.19.14  
Address of Property Owner Date

(STATE OF <del>NORTH CAROLINA</del> <b>FLORIDA</b> )	
COUNTY OF <u>COLLIER</u>	
SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by <u>Hilary Long</u>	
this <u>19</u> day of <u>December</u> , 2014.	
My Commission Expires: <u>9/14/18</u>	
<u>Damaris Ramos</u>	<b>DAMARIS RAMOS</b> Notary Public, State of Florida Commission# FF 159727 My comm. expires Sept. 14, 2018
NOTARY PUBLIC, STATE AT LARGE, NORTH CAROLINA <b>FLORIDA</b>	

## RELEASE AND INDEMNITY AGREEMENT

RECEIVED JAN 23 2015

Karen Loudy / GL-2012327463

FOR AND IN CONSIDERATION of the payment to me/us at this time of the sum of **TWO THOUSAND DOLLARS AND 00/100 (\$2,000.00)**, the receipt of which is hereby acknowledged, I/we, Karen Loudy, the undersigned, do forever release, acquit, discharge and covenant to hold harmless County of Buncombe, a body politic and corporate, organized and existing under the laws of the State of North Carolina, their insurance carrier, administrators, employees, and their heirs, successors and assigns of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, medical expenses, including any, and all liens, except for Medicare, and any other expenses and compensation, on account of, or in any way growing out of, any and all known and unknown personal injuries which I/we, Karen Loudy, may now or hereafter have, and all claims or rights of action for damages which I/we have or may have, resulting from an accident on or about the 15th day of November, 2012.

I/we, Karen Loudy, further promise to indemnify the released parties against loss from any and all further claims, demands, and actions at law or in equity that may hereafter at any time be made or brought by me or any third party for any reason arising from the facts giving rise to this claim. I/we, Karen Loudy, further agree to indemnify the released parties for attorneys' fees and costs incurred in defending such claims, demands and actions.

In addition to the amount stated above, Brentwood Services Administrators, Inc. on behalf of County of Buncombe agrees to reimburse Medicare Coordination of Benefits and Recovery (COB&R) on your behalf for medical bills incurred, not to exceed \$588.42, which are directly and causally related to the injuries sustained in the accident of November 15, 2012, and incurred prior to the date of this settlement agreement.

It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that this payment is not to be construed as an admission of liability on the part of the persons, entities, and organizations hereby released.

I/we further state that I/we have carefully read the foregoing release and know the contents thereof, and I/we sign the same of my own/our free will.

Karen Loudy  
Signature(s)

January 23/2015  
Date

Signature(s)

Date

131 Douglas Place  
Address

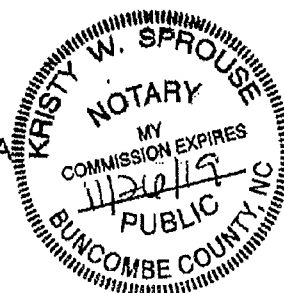
Reese NC 28748  
City, State, Zip Code

STATE OF NORTH CAROLINA  
COUNTY OF Buncombe

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by  
Karen Loudy this 23rd day of January, 2015.

My Commission Expires: 11/26/19

Kristy W. Sprouse  
NOTARY PUBLIC, STATE AT LARGE, NORTH CAROLINA



STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

MEMORANDUM OF RELEASE

THIS MEMORANDUM OF RELEASE, made and entered into this the 26<sup>th</sup> day of May, 2015 by and between GERALDINE NICHOLSON, hereinafter called "Nicholson", and the COUNTY OF BUNCOMBE, hereinafter called "County";

WITNESSETH:

That for and in consideration of the sum of NINE HUNDRED THIRTEEN AND 54/100 DOLLARS (\$ 913.54 ), to her in hand paid, the receipt of which is hereby acknowledged "Nicholson" does hereby release and discharge the "County" from any and all claims or liability arising out of that certain incident which occurred on or about May 7, 2015, wherein her 2007 Mazda 5 (VIN JM1CR293070158585) was damaged as a result of motor vehicle accident at or near the Hardee's Restaurant parking lot, 71 Hendersonville Road, Asheville, North Carolina. The Nine Hundred Thirteen and 54/100 Dollars agreed to with this Memorandum of Release is the agreed upon amount for reimbursement to "Nicholson" for said property.

IN WITNESS WHEREOF, the said GERALDINE NICHOLSON, has set her hand and seal, the day and year first above written.

WITNESS:

Geraldine Nicholson  
GERALDINE NICHOLSON

Mary Lunsford (Name)

State of North Carolina  
County of Buncombe

On this 26<sup>th</sup> day of May 2015, before me personally appeared Geraldine Nicholson to me known to be the person described herein, and who executed the foregoing instrument and she acknowledged that she voluntarily executed the same.

Deanne Rottman  
Notary Public

My Commission Expires: 7/8/16

RECEIVED APR 14 2015

RELEASE AND INDEMNITY AGREEMENT

Christopher Schork / AT-2014337180

FOR AND IN CONSIDERATION of the payment to me/us at this time of the sum of **TWO THOUSAND FOUR HUNDRED THIRTY FOUR DOLLARS AND 81/100 (\$2,434.81)**, the receipt of which is hereby acknowledged, I/we, **Christopher Schork and Amy Roberts**, the undersigned, do forever release, acquit, discharge and covenant to hold harmless County of Buncombe, a body politic and corporate, organized and existing under the laws of the State of North Carolina, Buncombe County Sheriff's Office, Timothy Becker, driver and their insurance carrier, administrators, employees, and their heirs, successors and assigns of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, medical expenses, including any, and all liens, including, but not limited to Medicare, and any other expenses and compensation, on account of, or in any way growing out of, any and all known and unknown personal injuries which I/we, Christopher Schork and Amy Roberts, may now or hereafter have, and all claims or rights of action for damages which I/we have or may have, resulting from an accident on or about the 10th day of January, 2014.

I/we, Christopher Schork and Amy Roberts, further promise to indemnify the released parties against loss from any and all further claims, demands, and actions at law or in equity that may hereafter at any time be made or brought by me or any third party for any reason arising from the facts giving rise to this claim. I/we, Christopher Schork and Amy Roberts, further agree to indemnify the released parties for attorneys' fees and costs incurred in defending such claims, demands and actions.

It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that this payment is not to be construed as an admission of liability on the part of the persons, entities, and organizations hereby released.

I/we further state that I/we have carefully read the foregoing release and know the contents thereof, and I/we sign the same of my own/our free will.

*Christopher Schork*  
Signature(s)

April 13<sup>th</sup>, 2015  
Date

*Amy Roberts*  
Signature(s)

April 13<sup>th</sup>, 2015  
Date

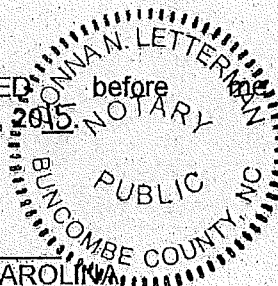
25 maple crescent st Asheville NC 28806  
Address City, State, Zip Code

STATE OF NORTH CAROLINA  
COUNTY OF Buncombe

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by  
Christopher Schork and Amy Roberts this 13th day of April, 2015

My Commission Expires: July 24, 2017

*Donna M. Letterman*  
NOTARY PUBLIC, STATE AT LARGE, NORTH CAROLINA







Date: 9/23/2014

PO #:

**Buncombe County  
Authority For Payment**

\* Invoice Number: DR-1350

\* Invoice Amount: \$805.58

\* Required for Processing

Department: BUDGET &amp; MGMT SERVICES

Pay to: Lesley L. Sobol

Address 114 Eastwood Ave.  
Swannanoa, NC 28778**HOLD**

Accounting Unit	Account Number	Sub-acct	Activity	Category	Amount
80-83000	449800	4541			\$805.58
00000	121500		County Tax		
00000	121501	11	State Tax		
Total					\$805.58

\* Explanation: Settlement for damages to 2014 Ford Escape as a result of  
Parking Deck MVA 09/09/14.  
(VIN 1FMCU0GX6EUC72939)**PAPER CHECK  
DO NOT PAY EFT**

Submitted By: Denise Robbins

Approved By: Denise RobbinsAUTHORIZED FOR  
PAYMENT  
BDGT/MGMT SECURECode: \_\_\_\_\_  
PO: \_\_\_\_\_  
Auth: \_\_\_\_\_  
Date: \_\_\_\_\_

# TeagueCampbell

Teague Campbell Dennis & Gorham, LLP

ASHEVILLE OFFICE  
22 SOUTH PACK SQUARE, SUITE 800  
ASHEVILLE, NC 28801

JULIA S. HOOTEN  
PARTNER  
EMAIL: jhooten@teaguecampbell.com

April 28, 2015

**VIA E-MAIL AND U.S. MAIL**

Ms. Beverly Fletcher  
Brentwood Services Administrators, Inc.  
Post Office Box 471127  
Charlotte NC 28247-1127

RE: Mary Thompson v. Buncombe County  
I.C. File Nos.: 13-739506 & 14-057149  
D/Injury: February 25, 2013 & January 14, 2014  
Claim No.: BSA-2013328900  
Our File No.: 653.150288

Dear Beverly:

Enclosed please find a copy of the Industrial Commission Order approving the \$17,000.00 workers' compensation settlement in this case. Please remit a check in the amount of **\$16,800.00**. This represents the \$17,000.00 settlement less \$200.00 (½ the clincher fee pursuant to your agreement with claimant) to:

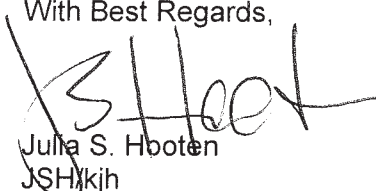
Mary Thompson  
P.O. Box 16293  
Asheville, North Carolina 28816

Please also note that claimant must receive the settlement checks within 24 days of the approval date of the order, in this case, on or before May 21, 2015. Should you have any questions about this, please do not hesitate to call.

A Form 28C will need to be filed with the Industrial Commission to document the final payment of compensation for closure of this claim. Please let me know if you require assistance in preparing same.

We will begin the procedure to close our file when all vendor invoices have been verified as paid and we have received confirmation that settlement checks were received timely. A final bill will be sent at that time. Thank you for the opportunity to handle this matter for you.

With Best Regards,

  
Julia S. Hooten  
JSH/kjh  
Enc.

cc: Denise Robbins

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[www.teaguecampbell.com](http://www.teaguecampbell.com)

RALEIGH 4700 Falls of Neuse Rd. | Suite 450 | P.O. Box 19207 | Raleigh, NC 27619-9207 | T 919 873 0166 | F 919 873 1814  
ASHEVILLE 22 South Pack Square | Suite 800 | Asheville, NC 28801 | T 828 254 4515 | F 828 254 4516

## NORTH CAROLINA INDUSTRIAL COMMISSION

I.C. No. 13-739506 & 14-057149, MARY G. THOMPSON, Employee, Plaintiff v. BUNCOMBE COUNTY, Employer and BRENTWOOD SERVICES ADMINISTRATORS, INC., Servicing Agent, Defendants.

## ORDER APPROVING COMPROMISE SETTLEMENT AGREEMENT BY

Lucy Austin

Special Deputy Commissioner

FILED:

APR 27 2015

A duly executed compromise settlement agreement has been submitted by the parties for the Commission's approval.

## A P P E A R A N C E S

Plaintiff: Mary G. Thompson, *Pro se* Plaintiff  
P.O. Box 16293, Asheville, NC 28816

Defendant: Teague, Campbell, Dennis & Gorham, L.L.P., Asheville, NC;  
Julia S. Hooten, Counsel of Record.  
FAX : 828-254-4516

\*\*\*\*\*

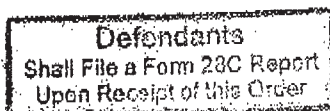
After giving due consideration to all matters involved in this case in accordance with Chapter 97 of the North Carolina General Statutes and Commission Rules, and upon the parties' stated or implied representation that copies of all relevant medical reports have been submitted with the agreement to the Commission as required by Rule 04 NCAC 10A .0502(b)(1), the compromise settlement agreement is deemed by the Commission to be fair and just, and in the best interests of all parties. Furthermore, the interests of all parties and of any person, including a health benefit plan, who paid medical expenses of the plaintiff have been considered and it further appears that the positions of the parties to the agreement are reasonable as to the payment of medical expenses. The agreement is incorporated herein by reference and is approved in the amount of **SEVENTEEN THOUSAND AND 00/100 DOLLARS (\$17,000.00)**. Compliance with the terms of the agreement shall discharge defendants from further liability under the Workers' Compensation Act by reason of the injury giving rise to this claim.

It is expressly recognized that plaintiff's claim is strongly contested, that defendants are not by this agreement admitting, nor is the Industrial Commission finding liability and that plaintiff, by accepting the agreement, is avoiding the risk that the claim will be totally denied by the Commission.

It is to be noted, however, that this Order does not purport to approve, resolve or address any issue or matter over which the Industrial Commission has no jurisdiction, whether or not such issue or matter is referred to in the compromise settlement agreement executed by the parties in this action.

Defendants shall pay the costs.

Defendants shall file a Form 28C Report upon receipt of this Order.



  
Lucy Austin  
Special Deputy Commissioner



Date: 9/5/2014

PO #:

## Buncombe County Authority For Payment

\* Invoice Number: DR-1340

\* Invoice Amount: \$1,184.00

\* Required for Processing

Department: BUDGET & MGMT SERVICES

Pay to: John Wilson

PAPER CHECK

Address: 2 Clearview Lane  
Weaverville, NC 28787

HOLD

Accounting Unit	Account Number	Sub-acct	Activity	Category	Amount
80-83000-	449800	4330			\$1,184.00
00000	121500		County Tax		
00000	121501	11	State Tax		
Total					\$1,184.00

\* Explanation: EMS GL-PD Claim 08/25/14  
Reimbursement for damages to 2001 Toyota Tacoma pick up truck  
as a result of accident 08/25/14

DO NOT PAY EFT

Submitted By: Denise Robbins

Approved By: Denise Robbins